

## **Historic, Archive Document**

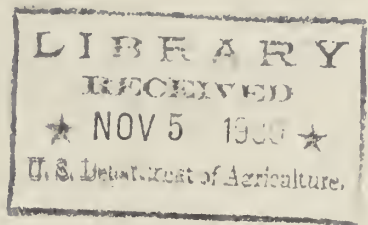
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62,23

1930

## VARIETIES

Contract lists

## WRINKLED PEAS

Abundance.....  
 Alderman.....  
 American Wonder.....  
 Bliss Everbearing.....  
 Champion of England.....  
 Duke of Albany.....  
 Dwarf Telephone.....  
 Gradus Extra Early.....  
 Gradus—Improved.....  
 Horal.....  
 Horsfords.....  
 Hundred Fold.....  
 Laxtonian.....  
 Little Marvel.....  
 Notts Excelsior.....  
 Perfection.....  
 Peter Pan.....  
 Prince of Wales.....  
 Progress.....  
 Rogers Dwarf Champion.....  
 Rogers Green Admiral.....  
 Rogers "K".....  
 Rogers "Gem".....  
 Rice's No. 13.....  
 Senator.....  
 Stratagem.....  
 Surprise.....  
 Suttons Excelsior.....  
 Telephone.....  
 Thomas Laxton.....  
 World's Record.....

## SMOOTH PEAS

Alaska.....  
 Ameer.....  
 Claudit.....  
 First and Best.....  
 Marrowfat Black Eye.....  
 Marrowfat White Eye.....  
 Ped. Extra Early.....  
 Rogers Winner.....  
 Superb.....  
 Tom Thumb.....

## SUGAR PEAS

Dwarf Grey.....  
 Giant Luscious.....  
 Melting.....

## DWARF WAX BEANS

Brittle Wax.....  
 Curries Rust Proof Black Wax.....  
 Davis White Wax.....  
 Dwarf Black Wax.....  
 Hodson Wax.....  
 Improved Golden Wax.....  
 Pencil Pod Black Wax.....  
 Prolific Black Wax.....  
 Rogers Impv'd Kidney Wax.....  
 Rustless Golden Wax.....  
 Stringless Refugee Wax.....  
 Sure Crop Black Wax.....  
 Webber Wax.....  
 Wardwell's Kidney Wax.....

## DWARF GREEN POD BEANS

Black Valentine.....  
 Bountiful.....  
 Burpees Stringless.....  
 Early Red Valentine.....  
 Early Stringless Refugee.....  
 Full Measure.....  
 Giant Stringless.....  
 Late Refugee 1000 to 1.....  
 Long Fellow.....  
 Rogers Stringless Refugee Gr. Pod.....  
 Ruby Dwarf Horticultural.....  
 Tennessee Green Pod.....

## POLE BEANS

Kentucky Wonder.....  
 Kentucky Wonder Wax.....  
 White Creaseback.....  
 White Ky. Wonder.....

## CORN

Country Gentleman.....  
 Evergreen (Stowells).....  
 Evergreen (Narrow Grain).....  
 Golden Bantam.....  
 Burbank Bantam.....

## Growing Sale Contract

THIS AGREEMENT, made in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between ROGERS BROS. SEED COMPANY, Inc. (a corporation), of Chicago, Illinois, party of the first part, hereinafter called the SELLER, and \_\_\_\_\_ party of the second part, hereinafter called the PURCHASER, WITNESSETH:

1. The seller agrees to sell and deliver and the purchaser agrees to accept and pay for the varieties of seeds, in the amounts, at the prices, and subject to the terms and conditions herein set forth.

2. The seller agrees to plant, or cause to be planted, during the season of 19\_\_\_\_\_, an acreage of land, which will produce, under normal conditions, an amount of seed of the varieties hereinafter named, which, together with such varieties of seeds previously grown by, or for, the seller and now on hand, will be sufficient to enable the seller to deliver the quantities of the said varieties herein contracted for, and the seller agrees to deliver such seeds in good merchantable condition, as hereinafter defined, and of good germination for the crop of the current year, on or about \_\_\_\_\_ 19\_\_\_\_\_, or when, after harvest time, they are ready for delivery, f. o. b. \_\_\_\_\_, containers extra at cost.

The phrase "in good merchantable condition" is defined as seeds properly fitted for seeding purposes, by thorough screening, and, where necessary, by hand-picking; approximately free from foreign seeds distinguishable by their appearance.

3. It is agreed that in case of partial or total failure of any or all crops planted or caused to be planted by the seller for the purpose of producing the varieties of seeds herein named, or, in case of damage to, or destruction of, the seller's seed stocks before planting, or to the products of such plantings, or to any seed of the varieties named, now on hand, and to be delivered under this agreement, through fire, accident, or otherwise, the seller shall be obligated to deliver proportional quantities only, and in any event the seller shall have the right to reserve its stock seed.

4. Payment by the purchaser of the purchase price shall be made either net by sixty days' acceptance, or less a discount of one and one-half per cent ( $1\frac{1}{2}\%$ ) if paid in ten days from date of shipment of seeds; PROVIDED, HOWEVER, that if, at any time, the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand by the seller, to pay for the seeds in advance of delivery, less a cash discount of one-half of one per cent per month, from date payment is demanded, to the first day of March next following. In the event that such payment is not made within ten days from receipt of such demand for payment, the seller shall have the right, without further tender of delivery of seeds, the subject of this contract, (1) to cancel this contract, or (2) to demand from the purchaser the immediate payment to it of seller's damages caused by the aforesaid breach of contract.

5. It is mutually agreed that in the event the purchaser shall have paid for the seed prior to its arrival and examination, he shall not thereby waive his right to make complaints regarding the merchantable condition or germination of said seed; but that in any event said complaints shall be made within thirty (30) days after arrival of the seed; and that the seller shall not be held for damages after such seed is planted.

6. This agreement, unless signed by one of its executive officers, shall not be binding upon the seller until confirmed by its home office.

7. Except as herein otherwise expressly provided the seller gives no warranty, express or implied, as to description, quality, productiveness, or any other matter of any seeds sold by it, and will not be in any way responsible for the crop.

8. It is further agreed by the parties that in the event of any dispute, controversy, or claim of damages arising under this agreement, such dispute, controversy, or claim shall be submitted by the parties hereto to the Arbitration Committee of the American Seed Trade Association, whose award, decision or judgment on the facts and the law therein shall be final and binding on both parties in every respect. In any event, however, the seller shall not be liable to the purchaser for any loss or damages in a sum greater than the invoice price of the individual lot of seed which is the cause of the complaint, arbitration or action at law.

[illegible]

## SIGNATURES

ROGERS BROS. SEED COMPANY, Inc.,  
"THE SELLER"

Name .....

## “THE PURCHASER”

By \_\_\_\_\_

By \_\_\_\_\_

## Shipping Instructions

D. N. Shoemaker  
Vegetable Seed